

Occupancy Agreement

(Specialist Disability Accommodation)



This agreement signed on:

BETWEEN

LANDLORD

Note: These details must be provided for landlord(s), whether or not there is a landlord's agent

Name:	Third Sector Australia Ltd trading as Momentum Collective (ABN 54 213 576 984)		
Telephone number or other contact details:	Telephone:	1300 506 710	
	Address:	35 Wharf Street Tweed Heads NSW; or 4/79 Tamar Street Ballina NSW	
	Email:	tenancy@mymomentum.org.au	
Address for services of notices	1. PO Box 794 COOLANGATTA QLD 4220; or 2. PO Box 578 BALLINA NSW 2478		

AND

TENANT

Tenant name (1)	«GivenNames» «Surname»		
Address for service of notices (if different to address of premises)	«Address» «City»	State: «State»	Postcode: «PostCode»

TENANT'S AGENT (IF APPLICABLE)

Name:	«NextOfKinName»		
Relationship to tenant:	«NextOfKinRel»		
Address for service of notices	«NextOfKinAddress» «NextOfKinCity»	State: «NextOfKinState»	Postcode: «NextOfKinPostCode»
	Telephone number/s:	«NextOfKinPhone»	Email address: «NextOfKinEmail»

THE PREMISES

Location	Room No.: «RoomNumber» Address: «Address» «City» «State» «PostCode»
Each occupant will have general access to the common areas in the property.	

THE PROPERTY

The property is Specialist Disability Accommodation, providing shared living arrangements for people with a disability. The property may accommodate employees of organisations ("the support provider"), whom provide specialist disability services to all occupants. Each occupant will have their own bedroom.

TERM OF AGREEMENT

This agreement commences on:	«LatestLeaseFrom»
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OCCUPANCY FEE

The fees associated with this agreement are detailed in Annexure 3.

Occupancy Agreement

(Specialist Disability Accommodation)



The occupancy fee must be paid into the following account, or any other account nominated by the SDA Provider:	(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:	
	Bank:	CBA
	BSB number:	062682
	Account number:	10313715
	Account name:	Third Sector Australia Ltd - Tenancy Account
	Reference number:	«PaymentBookId»
	(b) as follows	
Direct debit via the Centrelink Rental Deduction Scheme		

SECURITY DEPOSIT

[Strike out if a security deposit is not payable under this agreement]:

A security deposit of ~~«BondAmount»~~ must be paid by the occupant on signing this agreement. The tenant provided the rental bond amount to:

INCLUSIONS AND EXCLUSIONS

The premises are:

Furnished

Unfurnished

All inclusions and exclusions to this agreement are listed in **Item 3** of **Schedule One** of this agreement.

CONDITION REPORT

A condition report relating to the condition of the premises has been completed by or on behalf of the SDA Provider before or when this agreement is signed.

REPAIRS AND MAINTENANCE

For all property repairs and maintenance matters, contact the Momentum Collective on 1300 506 710 or tenancy@mymomentum.org.au.

For urgent repairs outside of ordinary business hours, call the After Hours Manager on **0458 029 101**.

SCHEDULE ONE

Item	Heading	Description	Clause number
1.	Common areas	<input checked="" type="checkbox"/> Kitchen <input checked="" type="checkbox"/> Bathroom and laundry <input checked="" type="checkbox"/> Dining and lounge room areas <input checked="" type="checkbox"/> Lawns, gardens and other external areas <input type="checkbox"/> Other Details:	20
2	Support provider	Name: Third Sector Australia Ltd (trading as Momentum Collective) Address: 35 Wharf Street, Tweed Heads NSW 2485 Disclosure of any affiliation of the SDA Provider with the Support Provider: Third Sector Australia Ltd (trading as Momentum Collective) provides housing management and delivers support services at these premises. The relationship between both services of the organisation is covered by an internal written partnership agreement that outlines the roles and responsibilities of each and which seeks to protect the unique rights of the resident as a user of both services.	19.2
3.	Inclusions	<input type="checkbox"/> Bedroom furnishings and/or equipment Details: <input checked="" type="checkbox"/> Common area furnishings and equipment Details: The premises include a range of furniture, equipment, whitegoods and appliances that are available for the benefit of all residents	Inclusions and exclusions
4.	Premises Condition Report	<input checked="" type="checkbox"/> Clause 15 applies Relevant date:	15
5.	Special conditions	<input type="checkbox"/> Clause 26.10 applies The following additional house rules apply to this agreement:	26.10

OCCUPANCY PRINCIPLES

1. The SDA Provider agrees that the occupant:

- 1.1 Is entitled to live in premises that are in reasonable condition, and
- 1.2 Is entitled to know the rules of the premises prior to signing an occupancy agreement, and
- 1.3 Is entitled to the certainty of having the occupancy agreement in writing, and
- 1.4 Is entitled to enjoyment of the premises, and
- 1.5 Is entitled to be given a written receipt for the payment of any money to the SDA Provider, and
- 1.6 Is entitled to reasonable notice before the SDA Provider increases the amount to be paid for the right to occupy the premises and is entitled to know before moving in how much notice will be given, and
- 1.7 Is not liable to pay any additional fees, penalties or payments other than those specified in this agreement, and
- 1.8 Is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction, and
- 1.9 Must not be evicted without reasonable notice provided by the SDA Provider.

2. The occupant agrees:

- 2.1 That the property is subject to shared living arrangements with other occupants
- 2.2 That services will be provided by the support provider to all other occupants of the property which includes staff of the support provider being located at the property
- 2.3 The SDA Provider, in consultation with the support provider, is entitled to set reasonable rules that the occupant will be required to comply with, and
- 2.4 The SDA Provider, in consultation with the support provider, is entitled to add to and amend the house rules from time to time, in order to ensure the more effective delivery of support services at the property to all occupants
- 2.5 The SDA Provider is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes, and
- 2.6 The SDA Provider is entitled to charge the occupant for the use of a utility, provided that the amount charged is determined according to the cost of providing the utility and is a reasonable measure or estimate of the occupant's use of the utility, and
- 2.7 To pay occupancy fees on time, two weeks in advance

3. The SDA Provider and occupant agree:

- 3.1 To try to resolve disputes using reasonable dispute resolution processes.

OUR CLIENTS

4. The SDA Provider acknowledges:

- 4.1 That the occupant may have impaired decision making skills
- 4.2 Where applicable, the SDA provider will work closely with the support provider and any other services to take reasonable steps to protect the asset. This may include property modification or environmental adjustments.

OCCUPANCY FEES

5. **The SDA Provider and the occupant agree** that the occupancy fee will be set and varied according to the **Specialist Disability Accommodation Pricing and Payments Framework** as set by the National Disability Insurance Scheme (NDIS) and be implemented by the SDA Provider using the methods and procedures detailed in **Annexure 2** of this agreement.

PAYMENTS AND RECEIPTS

6. **The occupant agrees:**

- 6.1 To pay occupancy fees on time, and
- 6.2 To pay for all other allowable charges under this agreement, as outlined in Annexure 3 of this agreement within 14 days of receipt of written notice of the charges from the SDA Provider, unless as otherwise agreed by the SDA provider.

7. **The SDA Provider agrees:**

- 7.1 Not to require the occupant to pay more than 2 weeks' occupation fees in advance, and
- 7.2 To accept payment of unpaid occupancy fees after the SDA Provider has given a termination notice inclusive of the 2 weeks on the grounds of failure to pay occupancy fees if the occupant has not vacated the premises, and
- 7.3 To make a receipt available for all payments made by the occupant under this agreement, and
- 7.4 To keep a record of all payments made by the occupant under this agreement and to provide a written statement to the occupant for a specified period within 7 days of a request by the occupant (unless the SDA Provider has previously provided a statement for the same period).

SECURITY DEPOSIT

8. Subject to Clause 12, **the occupant agrees** to pay a security deposit before or upon signing this agreement, equivalent to four weeks of the initial occupancy fee for this agreement:
9. Notwithstanding clause 8, the SDA Provider can accept a reasonable arrangement for the payment of the security deposit by the occupant in regular instalments, where:
- 9.1 The full and complete payment of the required security deposit is made within twelve (12) months of the commencement of this agreement
- 9.2 The regular instalments are made by the occupant through Centrelink's Rental Deduction Scheme.
10. **The SDA Provider agrees** to hold the security deposit until the end of this agreement and to refund all security deposit monies to the occupant within 14 days after the end of this agreement.
11. **Prior to returning the security deposit to the occupant**, the SDA Provider will deduct all reasonable fees and charges owed by the occupant, including:
- 11.1 Unpaid occupancy fees; and
- 11.2 All reasonable costs for the rectification of property damage or neglect by the occupant, where such charges are considered to be fair according to the principles detailed in clauses 4.1 and 4.2 of this agreement; and
- 11.3 Compensation for the removal of any of the SDA Provider's goods by the occupant.
- 11.4 Any unpaid fees and charges as allowable under this agreement

Note: The SDA Provider will provide the occupant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the premises at the end of the occupancy agreement.

12. A security deposit is not payable by an existing occupant of the property where:

12.1 This agreement is a renewal or extension of existing occupancy arrangements, and

12.2 The occupant has previously paid a security deposit equivalent to 4 weeks of the occupancy fee at that time

ACCOMMODATION STANDARDS

13. The SDA Provider agrees:

13.1 The occupant is entitled to live in premises which are reasonably clean upon the commencement of this agreement, are reasonably secure and in a reasonable state of repair, and

13.2 To ensure the building, fittings and fixtures are adequately maintained and kept in efficient working order, and

13.3 To provide provision for laundry and cooking facilities in this shared living arrangement, and

13.4 Upon request by the occupant and unless already installed, a working lock to the room whereupon the occupant will be provided with a copy of the key or opening device by the SDA Provider, and

13.5 To conduct at least one (1) inspection of the premises per calendar year for the purpose of reporting on maintenance issues by prior appointment with the occupant, and

13.6 Maintain adequate insurance with regards to common property and service provision, and

13.7 To comply with all statutory obligations relating to the health or safety of the property, and

13.8 Not to unreasonably refuse permission for the installation of a fixture by the occupant or to a minor alteration or addition by the occupant, and

13.9 To provide the occupant with a Premises Condition Report at the time of signing this agreement, and

13.10 To ensure that smoke alarms are installed and maintained in the premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the property.

14. The occupant agrees:

14.1 Not to install any minor fixture or alteration to the premises without the SDA Provider's written permission, and

14.2 Not to remove or interfere with the operation of a smoke alarm installed on the premises, and

14.3 Not to alter, remove or add any lock or other security device without the SDA Provider's written permission, and

14.4 To pay for all costs associated with the replacement of locks where the need to do so arises through fault of the occupant and where such charges are considered by the SDA Provider to be fair

14.5 Ensure personal electrical equipment is maintained and kept in good working order.

14.6 Not to intentionally or negligently cause or permit any damage to the premises, where such actions are considered unreasonable

14.7 That the occupant is responsible to the SDA Provider for any act or omission by a person who is lawfully on the premises if the person is only permitted on the premises with the occupant's consent and the act or omission would be in breach of this agreement if done or omitted by the occupant

14.8 To notify the SDA Provider of all repairs and maintenance required at the premises by using the contact details included in this agreement

15. Subject to item 4 of Schedule One, the SDA Provider and occupant agree that the Premises Condition Report included in this agreement entered into by the occupant and dated on the date set out in Item 4 of the Schedule (the "Relevant Date") forms part of this agreement.

16. Subject to item 4 of Schedule One, the standard Premises Condition Report used in this agreement is set out in **Annexure 4** of this agreement.

MAJOR MODIFICATIONS AND ALTERATIONS

17. The SDA Provider agrees:

17.1 The occupant has the right to make major modifications to the room in order to meet their specific needs, and

17.2 Not to unreasonably withhold consent to any requests from occupants for major modifications to the room where a failure to do so would have a significant and adverse impact on the safety, sustainability or quality of current living or support service arrangements of the occupant.

18. The occupant agrees:

18.1 That all major modifications required at the property will be subject to the approval of the SDA Provider and the support provider, and

18.2 That the modifications to the room that are required will be sought in consultation with the support provider, and

18.3 That the modifications required meet all statutory requirements, including the National Disability Insurance Scheme ("NDIS") **Operating Guidelines for Home Modifications** or other similar guidelines that may exist at the time, and

18.4 That the SDA Provider or support provider will not pay for or reimburse the occupant for the cost of the modifications.

19. The SDA Provider and the occupant agree that

19.1 prior to any approval of a request for major modifications to the room or premises, an agreement will be made in writing that details the responsibilities of each for any rectification works required to the premises upon vacation of the premises by the occupant.

19.2 Upon termination of this agreement, the SDA Provider has right to complete any rectification works, as agreed under clause 19.1 of this agreement, at the cost of the occupant.

OCCUPANT'S RIGHT TO ENJOYMENT

20. The SDA Provider agrees:

20.1 That the occupant will have the right to enjoy the premises without interruption by the SDA Provider, and

20.2 That the SDA Provider will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the occupant using the premises.

USE OF THE PREMISES BY THE OCCUPANT

21. The occupant agrees:

21.1 Not to use the premises, or cause or permit the premises to be used, for any illegal purpose, and

21.2 Not to cause or permit a nuisance to other occupants as is considered unreasonable by the SDA Provider

- 21.3 To personally occupy the remises at all times, and
- 21.4 That the premises are intended for use as specialist disabilities supported accommodation and that the payment of the occupancy fee or maintaining of the premises does not constitute occupancy
- 21.5 That the premises cannot be sublet or transferred to another person.

22. The SDA Provider agrees not to unreasonably refuse any request from the occupant for a temporary absence from the premises.

SDA PROVIDER'S ACCESS TO THE PREMISES

23. The SDA Provider agrees that any person authorised by the SDA Provider, during the currency of this agreement, may only enter the premises in the following circumstances:

- 23.1 In an emergency (including entry for the purpose of carrying out urgent repairs), and
- 23.2 To inspect the premises, if the occupant is given at least 7 days written notice , and
- 23.3 To carry out, or assess the need for, work relating to statutory health and safety obligations relating to the premises, if the occupant is given at least 2 days' notice each time, and
- 23.4 To value the property, if the occupant is given 7 days' notice (not more than one valuation is allowed in any period of 12 months), and
- 23.5 If the occupant agrees.

24. The occupant agrees:

- 24.1 To give access to the premises to the SDA Provider, the SDA Provider's agent or any person, if they are exercising a right to enter the premises in accordance with this agreement.
- 24.2 That employees of the Support Provider, as nominated in **Item 2 of Schedule One** of this agreement, may enter the premises as required where it is reasonable to do in the course of carrying out their duties and responsibilities in the provision of specialist disability support services to the occupant or other occupants of the property.

COMMON AREAS

25. The SDA Provider and occupant agree that the common areas of the premises are as defined in **Item 1 of Schedule One** of this agreement.

HOUSE RULES

26. The occupant agrees:

- 26.1 Pets are allowed at the discretion of the SDA Provider and the SDA Provider will seek the views of opinions of the Support Provider and other occupants in determining any such approvals for the keeping of pets by occupants, and
- 26.2 The occupant or their visitors must not be adversely affected by illegal drugs or substances and/or alcohol, and
- 26.3 The occupant's behaviour or the behaviour of any visitors must not be disruptive, offensive or threatening to other occupants, visitors, neighbours or employees
- 26.4 To respect the privacy of others, and
- 26.5 To continue to work and engage with support provider throughout the period of this agreement, where they have a signed agreement to do so, and
- 26.6 Not to access any office space of the support provider, or other areas designated for sole use of staff of the Support Provider, without the express permission of the support provider to do so, and

- 26.7 Comply with all relevant terms of their disability support agreement that relate to matters of their behaviour that may impact on the wellbeing of other occupants, or adversely affect the effective provision of disability support services, or interfere with the rights and responsibilities of employees of the support provider, and
- 26.8 Visitors and guests of the occupant cannot be onsite unless the occupant is in attendance without the consent of the Support Provider, and
- 26.9 Respect and Abide by the house rules specific to each property and developed by the Support Provider in consultation with all occupants.
- 26.10 To be bound by any Special Conditions relating to the premises, as detailed in **Item 5 of Schedule One** of this agreement.

SMOKING

27. The occupant agrees:

- 27.1 Not to smoke cigarettes, cigars, pipes or similar electronic devices whilst on the premises or anywhere on the property, unless designated smoking areas have been approved and established by the support provider, and
- 27.2 Not to allow smoke or other contaminants to harm, irritate or causes a nuisance to other occupants or employees or other representatives of the support provider or of the SDA Provider.

PRIVACY AND DISCLOSURE OF INFORMATION

28. The SDA Provider agrees:

- 28.1 To comply with the Federal Privacy Act 1988 (Cth), the Privacy and Personal Information Protection Act 1998 (NSW) and the Health Records and Information Privacy Act 2002 (NSW), and
- 28.2 To only collect personal information about the occupant that is relevant or necessary for the SDA Provider to conduct its business and activities and to collect information in a way that respects the privacy of the occupant, and
- 28.3 To ensure the occupant's personal information is stored and destroyed securely, and
- 28.4 To use the information collected for its intended purpose or a directly related purpose, unless an exception applies, and
- 28.5 To only disclose collected information to a third party either with consent of the occupant or under other legal authority or requirement of the SDA Provider, and
- 28.6 The occupant has a general right to see the information held about them by the SDA Provider and to request that the SDA Provider amend data that is not accurate, up to date, incomplete, or is misleading, and
- 28.7 To disclose to the Occupant, under **Item 2 of Schedule One** of this agreement, any conflict of interest in relation to an affiliation with the Support Provider or other known services provided to the Occupant

29. The Occupant agrees:

- 29.1 If the Occupant has a history of behaviour that is intimidating or aggressive, or any other behaviour that is a potential safety concern, the SDA Provider may disclose certain information to protect the safety of its employees and other persons visiting the premises, and
- 29.2 The SDA Provider may disclose information to the Police where it is reasonably believed there is a serious and imminent threat to the life, health or safety of an individual or where the information is reasonably necessary for law enforcement purposes, and

- 29.3 The SDA Provider may disclose information to other Commonwealth or State/Territory agencies, courts, tribunals or statutory authorities, where the SDA Provider is legally required to do so, and
- 29.4 The SDA Provider will disclose information that is relevant to the management of this agreement, to authorised employees of the Support Providers as listed in **Item 2 of Schedule One** of this agreement

RESOLUTION OF BREACHES

30. The SDA Provider and the Occupant agree:

- 30.1 To use their best endeavours to informally resolve any disputes between them through reasonable discussion and negotiation, and
- 30.2 Where a dispute arises out of or otherwise relates to this agreement, that cannot be satisfactorily resolved to satisfaction of both parties, the matter will be resolved through use of the current formal complaints handling system of the SDA Provider, and
- 30.3 The Occupant has the right to seek assistance from independent legal or advocacy or other similar services as considered appropriate and necessary by the Occupant in relation to this agreement, and
- 30.4 All disputes will be handled by the SDA Provider in accordance with the applicable standards, principles and expectations of the NDIS and the national community housing standards and regulations.

THE RIGHT OF THE OCCUPANT TO END THIS AGREEMENT

31. **The SDA Provider agrees** that if the Occupant wishes to leave the property, the Occupant may end this agreement at any time by giving the SDA Provider 60 days' notice in writing. The Occupant will be required to make all the payments required under this agreement until the end of the notice period.

THE RIGHT OF THE SDA PROVIDER TO END THIS AGREEMENT

32. **The SDA Provider agrees** that before giving the Occupant notice to end this Agreement for any reason, the SDA Provider must arrange a meeting with the Support Provider, any representative of the Occupant (if applicable), a NDIS Support Coordinator or a COS Support Coordinator and other relevant supports to consider whether additional supports may be required to enable the Occupant to remain at the property.
33. **The SDA Provider agrees** that if approved corrective action or additional reasonable and necessary supports have been implemented to rectify the cause for proposing to end this Agreement, then the SDA Provider will allow sufficient time to monitor that the cause no longer applies and agrees not to end this Agreement if the SDA Provider is satisfied that the cause no longer applies.

ENDING THIS AGREEMENT

34. It is the intention of the SDA Provider to provide ongoing and secure tenure for the Occupant whilst ever the Occupant seeks to remain in residence of the property.

The SDA Provider agrees not to terminate this Agreement, except if one of the following occurs:

- 34.1 The Occupant has used the property for an illegal purpose, or
- 34.2 The Occupant has not paid the occupancy fee or other payments required under this Agreement and did not pay these amounts within 14 days of receiving an overdue notice,
- 34.3 The Occupant ceases to have an SDA allowance as a reasonable and necessary support in their NDIS or COS plan,
- 34.4 The Occupant cannot be supported at the property without serious risk of harm to themselves, staff or other occupants.

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- 35. If the SDA Provider deems it necessary to end this Agreement because of any of the reasons above, then the SDA Provider will immediately request that the NDIA determine appropriate reasonable and necessary support to assist resolution
- 36. If the NDIA determines that it is not appropriate for the Occupant to remain at the property, the SDA Provider will work with the NDIA to find alternative accommodation for the Occupant and will end this Agreement by providing notice.

NOTICE TO END THIS AGREEMENT

- 37. **The SDA Provider agrees** to provide a written notice to end this Agreement to the Occupant, of a period of not less than 90 days.

CHANGE OF SDA PROVIDER

- 38. If the SDA Provider is no longer managing the property, they can assign their rights and obligations under this Agreement to a new SDA Provider or the property owner. The new SDA Provider or the Property Owner may arrange a new Agreement which will be on the same terms as this Agreement.

CHANGE IN SDA PROVIDER DETAILS

- 39. **The SDA Provider agrees** to notify the Occupant of any change of matters relating to:
 - 39.1 The name of the SDA Provider
 - 39.2 The address of the SDA Provider
 - 39.3 The telephone of the SDA Provider
- 40. Such notice will be in writing and be made within five (5) business days of the change of matter

FURTHER INFORMATION

- 41. Further information about living in Momentum Disability Housing is included in Momentum's **RESIDENT HANDBOOK – DISABILITY HOUSING**

DEFINITIONS

"the support provider" is the registered provider of supports approved under section 70 of the National Disability Insurance Scheme Act 2013

"NDIA" is the National Disability Insurance Agency

"COS Plan" is the Continuity of Support Plan

"NDIS" is the National Disability Insurance Agency

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DECLARATION

The SDA Provider and Occupant agree to and will abide by the conditions contained in this *Occupancy Agreement*. The Occupant acknowledges that the premises are supplied by the SDA Provider for the purpose of providing affordable and appropriate housing in order to assist the Occupant with the provision of specialist disability accommodation.

SIGNED BY THE SDA PROVIDER

In the presence of:

(Name of witness)

(Signature of SDA Provider)

(Signature of Witness)

SIGNED BY THE OCCUPANT

In the presence of:

(Name of witness)

(Signature of Occupant)

(Signature of Witness)

ANNEXURE 1

RESPONSIBILITY FOR STANDARD OPERATING COSTS AND THE PROVISION OF GOODS UNDER THIS AGREEMENT

The following responsibilities apply unless otherwise specified by the terms of this agreement.

Occupant	SDA Provider	Support Provider
<ul style="list-style-type: none"> • Occupancy fee (Does not cover the following – meals and consumables, utilities including electricity and water use ordinarily paid by Occupants or occupants, access to whitegoods and laundry facilities and furniture and fittings within Common areas. • Security deposit (if applicable) • Fees and charges allowable under this agreement, as detailed in Annexure 3 • Reimbursements (to SDA Provider) for the costs of cleaning of the premises and rectification of property damage or neglect by the Occupant or the Occupant’s visitors • Bedroom furniture • Linen, towels, etc. • Personal items • Specialised disability equipment • Personal telephones or other communication devices • Insurances (personal effects only) • Gardening and yard maintenance 	<ul style="list-style-type: none"> • Council rates • Water rates and charges • Property and liability insurances (not personal effects) • Annual pest control • Annual smoke alarm checks • Annual fire safety checks • General property repairs • Property upgrades and improvements • Common area furniture • Common whitegoods and electrical equipment <p>All other property management costs</p>	<ul style="list-style-type: none"> • Common area telephone costs • All other costs relating to the provision of specialist disability support services • Testing and tagging of all electrical common area equipment

ANNEXURE 2

SETTING AND VARIATION OF OCCUPANCY FEES

Setting the Occupancy Fee

The Occupancy Fee will be set according to the Specialist Disability Accommodation Pricing and Payments Framework as set by the National Disability Insurance Scheme (NDIS).

The SDA Provider will calculate the occupancy fee at:

- 100% of the Occupant's Commonwealth Rent Assistance (CRA) payment; plus
- 25% of the Occupant's base rate Disability Support Pension (DSP); plus
- 25% of the pension basic supplement payment.

The following example shows how the occupancy fee would be calculated for an Occupant who is in receipt of a Disability Support Pension and is also receiving other types of allowances and payments from Centrelink:

Income type	Income per week	Assessment rate (%)	Occupancy Fee (per week)
Disability Support Pension	\$397.40	25.0%	\$99.35
Clean Energy Supplement	\$7.05	0.0%	\$0.00
Pension Basic Supplement	\$32.50	25.0%	\$7.12
Commonwealth Rent Assistance	\$65.20	100.0%	\$65.20
Interest on assets/savings	\$10.20	0.0%	\$0.00
Total	\$ 512.35		\$172.65

This Occupant in this example would pay \$172.65 per week.

It is assumed that most occupants of Specialist Disability Accommodation will be entitled to claim the full entitlement to CRA under the existing rules for residents of properties that are managed by community housing providers in Australia. It is the expectation of the SDA Provider that all occupants maximise their entitlement to CRA.

Where a client is not in receipt of a Disability Support Pension, the SDA Provider will assess the occupancy fee at:

- 25 per cent of basic rate of the Disability Support Pension (see below); plus
- 100 per cent of any Commonwealth Rent Assistance received by the Occupant.

The "basic rate of the Disability Support Pension" is the amount under the Social Security Act 1991 that is the maximum basic rate for a person who is not under 21 and not a member of a couple.

Use of the occupancy fee

The occupancy fee is used by the SDA provider to cover the costs of property ownership. These costs include Council rates; property insurance; the cost of utilities not met by occupants; repairs and maintenance, Occupancy management services; and property improvements and upgrades.

It is not used to cover any costs that relate to the provision of support services, required equipment or general living needs (e.g. food) of people living in Specialist Disability Accommodation (SDA).

This Occupancy Fee calculation method is designed to be transparent, structured to provide an affordability safeguard for occupants, and to give the flexibility needed for occupants to make informed choices about the type of accommodation they live in.

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Varying the occupancy fee

The SDA Provider will automatically adjust the Occupancy Fee in line with changed payment rates for the Disability Support Pension. Generally this means that all fees will be recalculated in September and March each year.

The occupancy fees will be adjusted according to the fee payment methods and any authorities provided by the Occupant.

Payment method/Authorities	Actions
<p>The Occupant pays their fee to the SDA provider via Centrelink's Rental Deduction Scheme and has consented to the SDA Provider varying these deductions as the occupancy fee changes</p>	<p>The SDA provider:</p> <ul style="list-style-type: none"> reassesses the occupancy fee according to the fee setting method outlined in this agreement. directly contacts Centrelink to advise of the need to change the regular deductions being made by the Occupant. accepts all responsibility for ensuring that the correct future deductions are made will commence charging the fees from the date that the revised deductions are received, ensuring that all Occupants remain two weeks in advance
<p>The Occupant pays their fee to the SDA provider via Centrelink's Rental Deduction Scheme but has not consented to the SDA Provider varying these deductions as the occupancy fee changes</p>	<p>The SDA provider will:</p> <ul style="list-style-type: none"> reassess the occupancy fee according to the fee setting method outlined in this agreement will advise the Occupant in writing of the revised occupancy fee, proving a minimum of 14 days notice of the increase <p>The Occupant:</p> <ul style="list-style-type: none"> Immediately contacts Centrelink to ensure that the future correct deductions are made prior to the effective date of the increase Accepts responsibility for ensuring that the correct deductions are made
<p>The Occupant does not pay their occupancy fee via Centrelink's Rental Deduction Scheme</p>	<p>The SDA provider will:</p> <ul style="list-style-type: none"> reassess the occupancy fee according to the fee setting method outlined in this agreement will advise the Occupant in writing of the revised occupancy fee, proving a minimum of 14 days notice of the increase <p>The Occupant:</p> <ul style="list-style-type: none"> Immediately makes changes to their method of paying their occupancy fee to ensure that the correct future payments prior to the effective date of the increase. Accepts responsibility for ensuring that the correct deductions are made

Note: Occupants who wish to authorise the SDA Provider to vary their existing deductions via the Centrelink Rental Deduction Scheme must complete the Centrelink Multiple Consent form. This form will be explained to the Occupant as this agreement is signed.

ANNEXURE 3

OTHER FEES AND CHARGES

The following is a full list of all fees and charges payable by the resident at the commencement of the Agreement:

Item	\$ per fortnight
Occupancy fee:	
Boarding payments:	
Water	
Electricity	
Gardening	
Common area furniture and equipment:	
Total cost per fortnight	

Occupants are charged a proportion of the water usage and electricity and garden maintenance bills that are received by the SDA proprietor for the premises. The share of each bill (that is to be paid by each occupant) is based on the total number of occupants ordinarily in residence.

Variation of the fees and charges

The SDA Provider will adjust the fees and charges payable under this agreement in September and March each year.

NDIS Rules on Boarding Payment Charges

All board payment charges will be made in accordance with following relevant rules of the NDIS:

Any board payments made by the participant to the SDA provider must be specified in the written service agreement, along with what the board payments will cover, and the method and timing of making the board payments. Any board must not exceed 50 per cent of the basic rate of the Disability Support Pension plus 100 per cent of any Energy Supplement received (where the Energy Supplement is the meaning within the Social Security Act 1991 of the Commonwealth).

Any board charged at the maximum rate must include at a minimum:

- (a) Meals and consumables*
- (b) Utilities that would ordinarily be paid by occupants*
- (c) Access to whitegoods, and laundry facilities*
- (d) Furniture and furnishings within common areas.*

Participants must not be obliged to obtain board from the SDA provider as a condition of residency for any goods or services the participant could reasonably obtain via other means, or for any goods or services the participant does not have access to.